APPENDIX XI.

(Vide proceedings at page 48 supra.)

THE MALABAR TENANCY BILL.

MEMORANDUM.

In the ascertainment of fair rent on garden lands, in cases where pepper is not the principal crop on the land, the exclusion of the important and valuable product, pepper, from the gross produce will be a hardship. Amendment No. 1 is intended to remedy this.

2. In view of the conditions of Malabar, particularly in the Ernad and Walluvanad taluks, a power of distraint of movables and crops, even through the court, as provided in clause 15 of the Bill is inexpedient if avoidable. It is therefore advisable to omit clause 15 and to have a provision for payment of rent in advance or for furnishing security for the same. Amendments Nos. 2 to 5 are intended to carry out this purpose.

Amendment No. 6 is intended to make it clear that the produce of pepper should also be taken into account in calculating the renewal fee payable by a kuzhikanamdar under clause 18.

Amendment No. 7 is intended to remedy the unfairness of making rent fixed in renewal proceedings to which the verumpattamdar may not have been a party, binding on him.

The other amendments are consequential on the amendments above referred to.

List of Amendments.

1. In clause 7—

(i) in sub-clause (3)—

(*a*) *after* the words 'areca trees' in the first line *insert* the words 'and pepper vines where pepper is not the principal crop on the land',

(*b*) *after* the word 'nuts' in the 4th line *insert* the words 'and pepper', and

(*c*) *after* the word 'trees' in the 5th line *insert* the words 'and pepper vines'; and

(ii) in sub-clause (4), *omit* the words 'and also as regards pepper where it is not the principal crop on the land' occurring at the end.

2. After clause 12 *insert* the following as clause 13 and renumber clauses 13 and 14 as clauses 14 and 15 respectively :—

"13 (1) A landlord may, at any time, by notice in writting, call upon his cultivating verumpattamdar, at the latter's option

(*a*) to pay one year's fair rent of the holding in advance, or

(*b*) to furnish security for the said fair rent, or

(*c*) to pay a portion of the said fair rent in advance and furnish security for the balance.

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(2) If, within a period of six months from the date of the service of notice upon him under sub-section (1), the cultivating verumpattamdar fails to pay the advance or furnish the security demanded by the landlord, the landlord may apply to the court, in the form prescribed, for an order to direct the cultivating verumpattamdar, at the latter's option

(*a*) to pay one year's fair rent of the holding in advance, or
(*b*) to furnish security for the said fair rent, or
(*c*) to pay a portion of the said fair rent in advance and furnish security for the balance.

(3) On the receipt of an application under sub-section (2), the court shall issue notice to the cultivating verumpattamdar and, if satisfied after inquiry that the tenant has not complied with any of the provisions of sub-section (2), order the cultivating verumpattamdar, at the latter's option

(*a*) to pay one year's fair rent of the holding in advance, or
(*b*) to furnish security for the said fair rent, or
(*c*) to pay a portion of the said fair rent in advance and furnish security for the balance

within such date as the court may fix.

(4) Where the cultivating verumpattamdar has already paid a portion of one year's fair rent of the holding in advance or furnished security for a portion of the said fair rent, the provisions of sub-sections (1) to (3) shall apply in respect of the balance of such fair rent.

(5) Any advance of fair rent paid by a cultivating verumpattamdar to his landlord, whether before or after a demand under sub-section (1) or deposited by him for such payment under clause (i) of sub-section (4) of section 15, shall bear interest at 6 per cent per annum from the date of payment or from the date of service of notice of such deposit through court, as the case may be."

3. In clause 14 as renumbered, *after* sub-clause (6) and before the proviso, *insert* the following sub-clause :—

"(7) that the tenant has not complied with the order of the court under sub-section (3) of section 13".

4. In clause 15 as renumbered—

)i) in sub-clause (1), line 3, *for* the figures '13' *substitute* the figures '14';

(ii) in sub-clause (2), line 3, *for* the figures '13' *substitute* the figures '14';

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(iii) in sub-clause (3), line 2, *for* the figures '13' *substitute* the figures '14'; and

(iv) *after* sub-clause (3), *insert* the following sub-clause :—

"(4) In any suit in which eviction is claimed on the ground specified in clause (7) of section 14, if the tenant

(i) (*a*) deposits in court for payment to the plaintiff in the suit one year's fair rent of the holding in advance or furnishes security for the same or deposits in court for such payment a portion of such fair rent and furnishes security for the remainder, or

(*b*) where he has already paid a portion of the said fair rent or furnished security for a portion thereof, deposits in court for payment to the plaintiff the balance of the said fair rent or furnishes security for such balance or deposits in court for such payment a portion of such balance and furnishes security for the remainder; and

(ii) deposits in court for payment to the plaintiff the costs of the latter up to the date of deposit

the court shall dismiss the suit."

5. If amendments 2 to 4 are accepted, and not otherwise, then the following :—

Omit existing clause 15.

6. In clause 18—

(i) in sub-clauses (1) and (2), *after* the words 'fruit-bearing trees' wherever they occur, *insert* the words 'and pepper vines where pepper is not the principal crop', and

(ii) in the Explanation, *for* the words 'nuts and fruits' *substitute* the words 'nuts, fruits and pepper'.

7. In clause 28—

(i) *for* the words 'under this Act' in lines 2 and 3, *substitute* the words and figures 'under section 12'; and

(ii) in the proviso, *for* all the words beginning with the words 'unless the fair rent' *substitute* the following :—

"unless the rent fixed under section 12 has been taken into account for the purpose of calculating the renewal fee under Chapter IV and there has been a renewal, in which case, such rent shall be payable by the cultivating verumpattamdar from the date of renewal."

8. In clause 40, in sub-clause (2), line 3, *for* the figures '13' *substitute* the figures '14'.

9. In clause 43—

(i) in sub-clause (1) (*a*), line 2, *for* the figures '14' *substitute* the figures '15'; and

(ii) in sub-clause (1) (*b*), line 2, *for* the figures '14' *substitute* the figures '15'.

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10. In clause 50, in sub-clause (2), line 2, *omit* the figures '15'.

11. In clause 51—

(i) in sub-clause (1), *for* the words 'coconut and arecanut' *substitute* the words 'coconut, arecanut and pepper'; and

(ii) in sub-clause (2), *for* the words 'coconuts and arecanuts' *substitute* the words 'coconuts, arecanuts and pepper'.

Appendix XII.

(Vide item 9 under heading X on page 99 supra.)

G.O. No. 509, Development, dated 22nd March 1929.

Read—the following paper:—

Recommendations of the Non-official members of the Textile Conference.

In June 1924 the Government published an order in connexion with the Textile branch of the Department of Industries in which they stated that "It was at least open to doubt whether in spite of the large expenditure that had been and was being incurred on the efforts of the Industries Department to improve the handloom weaving industry during the last twenty-five years any real improvement had been effected. They therefore proposed to appoint a committee of persons conversant with the industry and with the trade in its products, to examine its present position and future prospects and to advise the Government, whether it was desirable that the efforts to resuscitate the handloom weaving industry through the medium of State assistance should be continued and whether the expenditure incurred in the past had made any material difference to the industry and if the continuance of State assistance was desirable how best it could be made effective." The Committee proposed by Government was however not appointed and instead the views of some non-official gentlemen were obtained at an informal conference held in March 1925. It would appear that the members of the conference were not furnished with a memorandum prepared either by the Director of Industries or by the Textile Expert and as the result of their informal discussion they merely suggested that the present work might continue without expressing any opinion on the important issues raised in the Government's order.

2. Many circumstances have combined to draw public attention to the Textile section of the Industries Department. For several years past the work of the Department of Industries came in for a good deal of adverse criticism both in and out of the Legislative Council and the Government Order referred to above on the most important section of this department only helped to strengthen the view that the condition of the principal cottage industry of this Presidency did not receive the attention it deserved. In addition, the increasing extent of unemployment and the growing poverty in rural areas have helped to turn public attention to the handloom weaving industry as one of the principal means for their solution, utilizing the Textile branch of the Industries Department for the purpose in view. In November 1927, a large number of members of the local Legislative Council representing the different parties, tabled a resolution in the following terms for constituting the Textile branch of the Department of Industries into a separate department placed directly under Government: "This Council